

REQUEST FOR PROPOSALS

for

Administration of Louisiana Unemployment Compensation Program



RFP #:30000014726

Proposal Due Date/Time: April 30, 2020, 4:00 PM

**State of Louisiana
Division of Administration, Office of the Commissioner**

March 19, 2020

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**REQUEST FOR PROPOSAL
FOR
Administration of Louisiana Unemployment Compensation Program**

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing Administration for the Unemployment Compensation Claims Processing and Cost Control Program for the State of Louisiana through the issuance of a consulting service contract.

1.2 Background

The State of Louisiana, through statewide contract, provides state Departments, Agencies, Boards, Commissions and other entities with assistance in administering Unemployment Compensation Claims Processing and Cost Control for claims made by employees of those organizations. Employees of the public hospital under the management of LSU Health Sciences Center/Healthcare Service, as well as employees of post-secondary schools and universities are included in the totals.

State employees, numbering approximately 71,517 persons, are located throughout the State, with the largest concentration found in the Baton Rouge area; followed by New Orleans and Shreveport. The combined annual payroll of these employees is approximately 3.60 billion dollars.

The Contractor will work with Louisiana State employees in each agency, to provide the services included in the Contract. These Louisiana State employees include agency personnel, including but not limited to employees from human resources, accounting, claims management, as well as supervisors and managers called upon for testimony in hearings.

Most hearings are conducted by telephone, but in-person meetings may be required as needed, and will be scheduled in advance.

Additional demographic and account activity information can be found in Attachments V – VII.

1.3 Goals and Objectives

The functions of the Contractor shall be to monitor and to exercise cost control for all agencies of the State where a potential liability for unemployment compensation payment rests with the State of Louisiana. The principal duties of the Contractor shall be to:

1. Monitor all unemployment claims.
2. Work directly with contacts in each agency, to provide the services included in the Contract.

3. Represent the State of Louisiana in disputed claims.
4. Periodically issue reports on the claims.
5. Train state employees in the procedures and orderly flow of information relative to unemployment compensation activity in the State of Louisiana.
6. Maintain a cost control program relative to unemployment compensation for the State of Louisiana.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about September 1, 2020 and is anticipated to end on August 31, 2023. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for a period of time not to exceed twenty-four (24) months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

1.5 Definitions

<u>Administrator</u>	The Third Party Administrator identified as a result of this RFP.
<u>Agency</u>	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
<u>Contract</u>	A legal binding agreement between the State and the successful Proposer.
<u>Contractor</u>	Any person having a contract with a governmental body; the selected Proposer.
<u>Discussions</u>	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
<u>DOA</u>	Division of Administration
<u>May and Can</u>	The terms “may” and “can” denote an advisory or permissible action.
<u>Must</u>	The term “must” denotes mandatory requirements.
<u>OSP</u>	Office of State Procurement
<u>Proposer</u>	A firm or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
<u>RFP</u>	Request for Proposal
<u>Shall and Will</u>	The terms “shall” and “will” denote mandatory requirements.
<u>Should</u>	The term “should” denotes a desirable action.

State

The State of Louisiana.

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and post to LaPac	March 19, 2020
Deadline for receipt of written inquiries	April 2, 2020, 4:00 PM, Central Daylight Time
Deadline to answer written inquiries	April 16, 2020
Deadline for receipt of proposals	April 30, 2020, 4:00 PM, Central Daylight Time
Notice of Intent to award announcement, and 14-day protest period begins, on or about	June 4, 2020
Contract execution, on or about	September 1, 2020

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Pamela McCallum
Division of Administration, Office of Human Resources
P.O. Box 94095
Baton Rouge, LA 70804-9095
(225) 342-6060

For courier delivery, the street address is 1201 North Third Street, Suite 3-130, Baton Rouge, LA 70802 and the telephone number is (225) 342-6060. The responsibility shall solely lie with each Proposer to

ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.8 Qualification for Proposer

1.8.1 Mandatory Qualifications:

Proposers must meet the following qualifications prior to the deadline for receipt of proposals.

1. Proposer must have experience in managing Unemployment Compensation Programs for the State of Louisiana OR at least one (1) public entity of similar, or larger, size, and complexity to the State of Louisiana. The Proposer must provide a list of current or previous contracts and references for those contracts for verification.
2. Proposer must provide paper copies of, or an internet link to, two (2) years of annual financial statements, beginning with the most recently completed year (audited if available.) The financial statements should be detailed enough for DOA/State to analyze and assess the Proposer's financial position. Financial statements of the parent company are acceptable. If a parent company's financial statements are submitted, an annual report or a Secretary of State registration must also be submitted.
3. Proposer must have the ability to provide representation for all Unemployment Compensation hearings, as well as attend meetings and conduct trainings as requested. Proposer shall provide documentation substantiating this mandatory requirement.
4. Proposer must have the capacity to provide training in the processes and information necessary to effectively prevent unwarranted unemployment liability and ensuing expenditures. Proposer shall provide documentation substantiating this mandatory requirement.

The State reserves the right to request additional information and documentation to support that the mandatory qualification was met by the Proposer prior to the deadline for receipt of proposals.

1.8.2 Desirable Qualifications:

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals.

1. It is desirable that the Proposer has worked with other state or governmental units in the drafting of legislation on unemployment compensation matters. Information regarding such experience as well as any experience in working with legislative committees relative to unemployment compensation legislation should be provided.
2. The Proposer should have experience in keeping informed of national and state events affecting unemployment compensation. The Proposer should provide details of the role played by your firm in keeping the client apprised of these events and the potential adverse or beneficial financial impact.

3. The Proposer should have the legal capacity to provide counsel and representation for all legal aspects of the unemployment compensation claims.

1.9 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

1.9.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer. The letter should include the following:

- A brief statement of the Proposer's understanding of the scope of services to be performed;
- A confirmation that the Proposer has not had a record of substandard work within the last five years;
- A confirmation that the Proposer has not engaged in any unethical practices within the last five years;
- A confirmation that, if awarded the contract, the Proposer acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- Any other information that the Proposer deems appropriate;
- The name and signature of an individual authorized to sign on behalf of the Proposer.

1.9.2 Table of Contents

The proposal should be organized in the order contained below.

1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 180 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the Office of Human Resources.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment II. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment II, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

1.9.4 Company Background and Experience

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, size, scope, capability, areas of specialization, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section.

Proposers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Proposer section.

Proposer must be authorized to do business in Louisiana prior to contract negotiation. If Proposer is a corporation not currently incorporated under the laws of the State of Louisiana, such authorization must be secured and a copy of such certification must be attached to the Contract.

If the Proposer plans to use subcontractors, the Proposer should provide the same information for each subcontractor as was requested of the Proposer.

1.9.5 Approach and Methodology

Proposer must provide a description of its existing business protocols (training, resource development, and any other measures) to target units and agencies across the State of Louisiana having higher percentages of claims and payouts to reduce preventable unemployment costs.

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas which include:

- The Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the State of Louisiana.
- A description of the Proposer's approach to project management, quality assurance and compliance.
- Approaches and methodologies for delivering the project including proposed organizational structure and staffing strategies, i.e. use of job classifications to optimize cost and quality.
- Present successful innovative concepts for consideration

Proposer should provide a statement about its ability to provide consulting services and requested special reporting. The Contractor shall provide special and/or analytical reports and in-person consultation as

may be requested by the Commissioner of Administration. These reports shall include information relating to enhancing the Louisiana Unemployment Compensation Program's performance in the areas of:

- Efficiencies of operations and best practices;
- Cost savings;
- Accounting and reporting methods;
- Industry and National trends;
- Legislative changes; and
- Other areas identified by the Proposer.

The Contractor shall also be required to provide in-person review of operations and consultation to the various agencies covered by the Contract should this information be requested by the agencies or the State. The cost of providing special/analytical reports and in-person consultation under this subsection is a service, which should be provided at no extra charge. All limitations as to the number and frequency of reports issued or in-person consultation provided, subject matter covered, or any other requirements, limitations or restrictions on special/analytical reports and in-person consulting, shall be stated in the proposal.

1.9.6 Proposed Staff Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory and Desirable Qualifications for Proposer section.

1.9.7 Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified Hudson or Veteran small entrepreneurship as described herein, but plans to use certified Hudson or Veteran small entrepreneurship(s), Proposer shall include in its proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:
<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:
<http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:
<http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

1.9.8 Cost Proposal

The Proposer shall provide a fully-burdened fixed monthly cost, including but not limited to travel and project expenses, for providing all services described in the RFP. No additional costs or fees shall be paid by the State. The fixed monthly cost shall also be reflective of the Proposer's approach and methodology.

The cost proposal must be provided within Attachment IV, Cost Proposal Template.

Note: Failure to complete and fill in the fixed monthly cost in Attachment IV, Cost Proposal Template, shall result in the Proposal being found non-responsive.

1.9.9 Certification Statement

The Proposer must sign and submit Attachment I, the Certification Statement.

1.9.10 Outsourcing of Key Internal Controls:

Not applicable to this RFP.

1.10 Number of Copies of Proposals

The State requests that seven (7) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

1.11 Technical and Cost Proposals

The State requests the following:

- One (1) Original (clearly marked “Original”) and six (6) numbered copies of the **technical proposal**. All should be clearly marked technical proposal.
- One (1) Original (clearly marked “Original”) and two (2) numbered copies of the **cost proposal**. All should be clearly marked cost proposal.

The cost proposal should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.

1.12 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.13 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out the contract, or which become available to the Contractor in carrying out the contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Division of Administration.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

Not required for this RFP.

1.14.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator listed below.

Pamela McCallum
Division of Administration, Office of Human Resources
P.O. Box 94095
Baton Rouge, LA 70804-9095
(225) 342-6060 phone
(225) 219-9558 fax
Pamela.McCallum@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by **4:00 PM Central Daylight Time** on the date specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only Pamela McCallum or her designee has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg.

Help scripts are available on OSP website under vendor center at:
<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

1.14.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.15 Error and Omissions in Proposal

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.16 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

1.17 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

1.18 Waiver of Administrative Informalities

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

1.19 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

1.20 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

1.21 Cost of Offer Preparation

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

1.22 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.23 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.24 Use of Subcontractors

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall be provided for each subcontractor if requested by the State. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

1.25 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

The agency reserves the right to adjust the original scores based upon information received in the presentation, using the original evaluation criteria.

1.26 Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

1.27 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.28 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.

1.29 Contract Award and Execution

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment II. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds (10) business days, or if the selected Proposer fails to sign the final contract within (10) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.30 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

1.31 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.32 Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

1.32.1 Contractor's Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

1.32.2 Minimum Scope and Limits of Insurance

1.32.2.1 Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

1.32.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

1.32.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.32.2.4 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

1.32.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.32.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

1.32.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1.32.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

1.32.4.2 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

1.32.4.3 All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

1.32.5 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.32.6 Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana
Division of Administration, Office of Human Resources
Attn: Pamela McCallum
1201 North Third Street, Suite 3-130
Baton Rouge, LA 70802
Louisiana Unemployment Compensation Contract

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

1.32.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

1.32.8 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

1.33 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be

finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.34 Payment

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms shall be as follows:

Equal monthly payment of agreed amount.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

1.34.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment III for additional information regarding electronic payment methods and registration.

1.35 Termination

1.35.1 Termination of the Contract for Cause

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

1.35.2 Termination of the Contract for Convenience

The State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3 Termination for Non-Appropriation of Funds

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient

monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.36 Assignment

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.37 Right to Audit

The State legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract, including subcontractors, for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.38 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990 as amended.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.39 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted

for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

1.40 Entire Agreement/ Order of Precedence

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.41 Contract Modifications

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.42 Substitution of Personnel

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.43 Governing Law

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.44 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.45 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

1.46 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

1.47 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work

The Contractor shall provide departments, agencies commissions, boards and other covered entities with administration of a comprehensive Unemployment Compensation and Cost Management Program. This will include, but not limited to, representation of covered entities in unemployment appeals and hearings, notifying agencies of claims awarded, routing of invoices for reimbursements due to the Louisiana Workforce Commission, recordkeeping, training for state personnel, and reporting as specified herein.

2.2 Task and Services

The Contractor shall provide the following administrative and Technical tasks and services:

- a. Non-Exclusive Agent: The Contractor shall serve as the authorized agent of the Division of Administration for the administration of the Louisiana Unemployment Compensation Program.

Such agency relationship will not preclude the Division of Administration from obtaining consulting services regarding Unemployment Compensation Programs from third parties.

b. Coordinator: In addition to performing the specific contractual duties outlined herein, the Contractor shall coordinate and review the State's program activities and make recommendations to the Commissioner of Administration for improvements based on experience of the details of Louisiana Unemployment Compensation Program activities and knowledge of the administration of comparable programs in other states.

c. Claims Processing: The Contractor shall assume total responsibility for monitoring all records of the more than 484 agencies relative to former employees, wherein a potential liability for payment of unemployment compensation rests with the State of Louisiana, and take all necessary steps to prevent unwarranted payments.

d. Central Office: The Contractor must have the ability to provide representation for all Unemployment Compensation hearings, as well as attend meetings and conduct trainings as requested. Although most hearings are conducted by telephone, the Contractor must be able to physically attend all in-person hearings as scheduled and/or attend meetings with the State Departments/Agencies as needed, with no more than three (3) hours' notice.

e. Central Control of Payroll Related Data: The Contractor must establish a central control for receipt of payroll data, separation data, and all correspondence from the Louisiana Workforce Commission, Office of Unemployment Insurance Administration, and will transmit to the Office of Unemployment Insurance Administration those forms and correspondence necessary to protect the rights of the State.

f. Training: The Contractor must have the capacity to provide training in the processes and information necessary to effectively prevent unwarranted unemployment liability and ensuing expenditures. The Contractor will initiate and conduct training seminars which may consist of on-site training, internet seminars, audio conferences or any combination of these, not less than once per quarter for key personnel of the several State Departments/Agencies to achieve and maintain an optimum understanding of the proper action necessary for compliance with and protection of all rights afforded by the Louisiana Employment Security law and the processes by which the Administrator represents the State Departments/Agencies. The minimum level of training services to be offered will be two (2) hours per quarter. The Contractor is to provide innovative training options and solutions to different internal stakeholder groups such as executives, human resources personnel, and those employees in supervisory positions on a statewide basis. Contractor shall design and deliver training to agencies based on data analysis of claims and payments.

g. Claims Correspondence: The Contractor will examine all correspondence pertaining to unemployment compensation claims transmitted by the Office of Unemployment Insurance Administration, Louisiana Workforce Commission, to the several departments of the State with respect to:

- (i) Accuracy of data within the correspondence,

(ii) Accumulation of all data necessary for and preparation of responses to all requests for information by the Office of Unemployment Insurance Administration.

h. Administrator to Represent State Departments: The Contractor will appear on behalf of the several State Departments/Agencies at fact-finding hearings of the Louisiana Workforce Commission, Office of Unemployment Insurance Administration, on all benefit claims in which there is a possible disqualification issue involved. The Contractor will review all determinations of benefit eligibility for accuracy.

i. Toll-free Telephone Lines: The Contractor shall maintain at a minimum, two (2) toll-free telephone lines for State Departments and Agencies to obtain assistance, guidance and instructions. One (1) additional toll free line will be dedicated to the receipt of information by facsimile from the several State Departments. The Contractor will provide toll-free numbers to the stakeholder groups (executives, human resources and accounting personnel) in order to provide Unemployment Insurance Administration services.

j. Audit Trails for State Agencies Represented: The Contractor, in conducting the Unemployment Compensation Program, is to provide an adequate audit trail of his operations of the Unemployment Compensation Program and is expected to cooperate with agency personnel authorized to audit features of the Unemployment Compensation Program.

k. Appeals Processing: The Contractor will file appeals, prepare arguments, and appear on behalf of the several State Departments and Agencies on all appeals of decisions of eligibility which should be reversed.

l. Other: The Contractor will establish and maintain an accurate benefit history file on all individual claims for benefits, with periodic reports as to status or disposition as required by the reports listed Section 2.3 below.

2.3 Deliverables

The Contractor shall provide the following deliverables:

The Contractor shall provide reports detailing the activities of the Unemployment Compensation Claims Processing and Cost Control Program.

A complete set of all documentation developed relative to the services performed hereunder shall be made available to the Division of Administration upon completion or termination of the Contract and shall become the sole property of the Division of Administration. However, the Administrator may use thereafter any ideas and techniques as may be developed as a result of performing the services of processing the unemployment compensation claims for the State.

a. Periodic and Other Reports:

(i) Quarterly Reports: Information reported on quarterly reports will contain totals and amounts for the quarter as well as the year-to-date cumulative totals. The Contractor will deliver quarterly reports to the Office of the Commissioner of Administration within

twenty-one (21) working days (excluding State holidays) after the quarterly information has been provided by the Office Unemployment Insurance Administration.

The reports will be provided in an acceptable electronic format and are to contain, but are not limited to the following:

1. Number of separations during the period.
2. Number of claims filed during the period.
3. Number of claimants paid and the amounts paid.
4. Number and result of appeals filed by claimants.
5. Number and result of appeals filed on behalf of the State.
6. Number of claims filed where the State was the last employer.
7. Number of claims filed where the State was not the last employer.
8. Number of claims filed with issue.
9. Number of claims filed without issue.
10. Number of separations where no claims were filed.
11. Number of claims in pending status.
12. Number and amounts of claims attributable to re-qualification.
13. Items 1 through 12 above are to be listed by issues of separation. (See Issues of Separation in Attachment VII.)

The Contractor will provide the Commissioner of Administration with a summary of activities each quarter, providing comments on the latest developments in the area of unemployment compensation and/or the administration of such programs. Special reports will also be provided when circumstances or events warrant notification of occurrences that may have a financial bearing on the operations of the State. The Contractor shall be sufficiently informed on proposed legislation to be able to advise the Commissioner of Administration on legislation either on the national level or the state level that could have an impact on the financial operations of the Louisiana Unemployment Compensation Program.

(ii) Annual Reports: The Contractor will provide the Commissioner of Administration with an annual report that will disclose the extent and nature of the Louisiana Unemployment Compensation at the end of each calendar year as well as at the end of each fiscal year.

This report will be delivered to the Commissioner of Administration within twenty-one (21) working days (excluding State holidays) after the fourth calendar quarterly information has been provided by the Office of Unemployment Insurance Administration.

(iii) Agency Reports: The Contractor is to provide quarterly agency reports for the use of each of the reporting agencies. The format will parallel the quarterly reports furnished the Commissioner of Administration, but will consist of the details applicable to the specific agencies.

(iv) Training Reports: The Contractor is to provide an annual report at the end of each contract year to the Commissioner of Administration outlining the training opportunities provided during the report period.

(v) Special Reports and Consulting: The Contractor will provide special and/or analytical reports and in-person consultation as may be requested by the Commissioner of Administration from time to time to provide special reports, analysis and consultation related to enhancing the Louisiana Unemployment Compensation Program's performance in the areas of:

- Efficiencies of operations and best practices;
- Cost savings;
- Accounting and reporting methods;
- Industry and National trends;
- Legislative changes; and
- Other areas identified by the Proposer.

The Contractor shall also be required to provide in-person review of operations and consultation to the various agencies covered by the Contract should this information be requested by the agencies or the State. The cost of providing special/analytical reports and in-person consultation under this subsection is a service, which must be provided at no extra charge. All limitations as to the number and frequency of reports issued or in-person consultation provided, subject matter covered, or any other requirements, limitations or restrictions on special/analytical reports and in-person consulting, shall be stated in the proposal.

The Contractor shall meet the following the Record Keeping Requirements.

(i) General: The Contractor will be responsible for maintaining the appropriate precautions to insure that the hard copy records as well as any EDP records maintained by the Contractor are kept secure and protected in accordance with the State's Information Security Policy.

(ii) Electronically Formatted Information: Where applicable, the Contractor shall provide all documents in electronic format, as well as hard copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g. Excel for spreadsheets, Word for word processing documents). Conversion of files, if necessary, will be the Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop.

(iii) Offsite Protection: The Contractor must maintain offsite security of EDP data at a location acceptable to the Division of Administration to reconstruct the database necessary to keep the Unemployment Compensation Program from becoming inoperative in the event of a catastrophe that could cause a loss of data. The back-up system must not be located outside the continental United States. In accordance with the State's Information Security Policy, the Contractor shall employ the most current practical technology to insure that the records required for the operations of this program are protected at all times.

(iv) Emergency Contingency: The Contractor is required to have a contingency plan in the event of a catastrophe that would destroy the records essential to the operation of the program. The details of this contingency plan are to be incorporated in the proposal as part of the Contract.

(v) Records Retention: The Contractor shall retain all files and records for as long as they are useful in the administration of this program. Whenever these records in the opinion of the Administrator are no longer useful in operations of the program, the Contractor shall package these records in transfer files, encrypted (if electronic), properly indexed, and with the written permission of the Commissioner of Administration, transfer the records to the State Archives or otherwise place them in safekeeping.

(vi) Breach: Immediately following the notification of a security breach, the Contractor shall report a Security Event to the DOA/OTS Information Security Team per the State Information Security Policy and coordinate with each other to investigate the breach.

(vii) Contract Termination: At the termination of the Contract, the Contractor shall transfer all hard copy and EDP records to the Commissioner of Administration or to a third party designated by the Commissioner of Administration.

2.4 Technical Requirements

NOT APPLICABLE TO THIS CONTRACT.

2.5 Project Requirements

The desired outcome from this contract is a cost-effective, compliant program for the management of unemployment compensation claims, invoices, hearings and appeals. A successful program will include training to inform state personnel in best practices and other necessary information.

PART 3: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Criteria	Maximum Score
TECHNICAL CATEGORIES	
Company Background and Experience	15
Approach and Methodology	25
Proposed Staff Qualifications	10
TOTAL TECHNICAL SCORE	50
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none">• <i>Up to 10 points available for Hudson-certified Proposers;</i>• <i>Up to 12 points available for Veteran-certified Proposers;</i>• <i>If no Veteran-certified Proposers, those two points are not awarded.</i> <i>See Section 3.2 for details.</i>	12
HUDSON/VETERAN SCORE	12
COST SCORE	38*
TOTAL SCORE	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of 25 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Cost Evaluation

The Proposer with the lowest fixed monthly cost shall receive 38 points. Other Proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/MCP \times 38)$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated
LPC = Lowest Proposed Fixed Monthly Cost of all Proposers
MCP = Fixed Monthly Cost of Proposer being evaluated

Note: Failure to complete and fill in the fixed monthly cost in Attachment IV, Cost Proposal Template, shall result in the Proposal being found non-responsive.

3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;

- iii. A detailed description of the work to be performed; and
- iv. The anticipated dollar value of the subcontract for the three-year contract term.

Note – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

A contract monitor will be appointed. The performance measures for this contract shall include the successful performance and completion of the Scope of Services for the Unemployment Compensation Program for the State of Louisiana.

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation:

The contract monitor, or his or her designee, will monitor the services provided under this contract.

4.2.2 Monitoring Plan:

The contract monitor will be responsible for routine contact with the Administrator and the monitoring of the Administrator's performance. Monitoring of performance under this contract will be conducted through tracking of progress through the quarterly reports as specified under 2.3 Deliverables as well as through regular meetings between the contract monitor and the Administrator.

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan.

The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

- A. Official Contact Name: _____
- B. E-mail Address: _____
- C. Facsimile Number with area code: () _____
- D. US Mail Address: _____

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer has experience in managing Unemployment Compensation Programs for the State of Louisiana OR at least one (1) public entity of similar, or larger size and complexity to the State of Louisiana. Proposer has provided a list of current or previous contracts and references for those contracts for verification.
3. Proposer has provided paper copies of, or an internet link to, two (2) years of annual financial statements, beginning with the most recently completed year (audited if available) and those financial statements are detailed enough for DOA to analyze and assess the Proposer's financial position. If a parent company's financial statements are submitted, Proposer has also provided an annual report or a Secretary of State registration.
4. Proposer has the ability to provide representation for all Unemployment Compensation hearings, as well as attend meetings and conduct trainings as requested. Proposer has provided documentation substantiating this mandatory requirement.
5. Proposer has the capacity to provide training in the processes and information necessary to effectively prevent unwarranted unemployment liability and ensuing expenditures.
6. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein.
7. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
8. Proposer's quote shall be valid for at least 180 calendar days from the date of proposal's signature below;

9. Proposer understands that if selected as the successful Proposer, he/she will have (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
10. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
11. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
12. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
13. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Signature of Proposer or
Authorized Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

ATTACHMENT II: SAMPLE CONTRACT

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY

[Click here to enter the Department/Agency name](#)

AND

CONTRACTOR NAME

[Click here to enter the Contractor name](#)

CONTRACT NUMBER (ISIS/LAGOV)

[Click here to enter the contract number](#)

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES ☒ CONSULTING SERVICES ☐ SOCIAL SERVICES ☐ PERSONAL SERVICES ☐

CONTRACTOR (Legal Name if Corporation)

[Click here to enter the Contractor](#)

FEIN

[Account Number](#)

STREET ADDRESS

[Click here to enter the Contractor's street address](#)

[telephone number](#)

CITY [Click here to enter the Contractor's city](#) **STATE** [Click here to enter the Contractor's state](#) **ZIP CODE** [Click here to enter the Contractor's zip code](#)

FEDERAL EMPLOYER TAX ID NUMBER

[Click here to enter the Contractor's](#)

STATE LDR ACCOUNT #

[Click here to enter the State LDR](#)

TELEPHONE NUMBER

[Click here to enter the Contractor's](#)

TERM OF CONTRACT

This Contract shall begin on [Click here to enter the begin date of the contract](#) and shall end on [Click here to enter the end date of the contract](#). The State has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the Contractor, the State may also exercise an option to extend for a period of time not to exceed twenty-four (24) months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of \$ [Click here to enter the maximum contract amount](#), over multiple years as follows: [Click here to enter the multi-year contract breakdown](#). Payments are predicated upon successful completion of the services described in *Description of Services* and acceptance of deliverables described in *Acceptance of Deliverables*; receipt of an invoice; and written approval of [Click here to enter the Name of agency's designee](#).

The State shall make every reasonable effort to make payments within [Click here to enter the number of days the State will make payments within. 25 business days is recommended](#) of receiving an invoice. Contractor shall comply with the Division of Administration State General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

PROHIBITION AGAINST ADVANCE PAYMENTS

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

GOALS AND OBJECTIVES

[Click here to list goals and objectives of this contract.](#)

DESCRIPTION OF SERVICES

Contractor agrees to furnish services to State as specified in this Section and in any attachments.

[Click here to enter a summary description of the services the contractor will provide. Define scope of work, services, tasks and services, deliverables, functional requirements, technical requirements or project requirements to be provided by the Contractor composed from RFP and Proposers' Proposal. This information may be included in an attachment if detail is lengthy.](#)

A full description of the scope of services is contained in the following documents, which are made a part of this Contract:

- Statement of Work
- Contractor Personnel and Other Resources
- State Furnished Resources

DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

ACCEPTANCE OF DELIVERABLES

Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

- A. *General.* The State shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in State-approved documents.
- B. *Submittal and Review.* Contractor shall provide written notification to the State Project Director that a Deliverable is completed, and available for review and acceptance.

Upon Contractor's written notification, the State Project Director shall review the Deliverable within [Click here to enter the number of days the State will review the Deliverable within. 10 business days is recommended](#). Within this period, the State Project Director shall direct the appropriate review

process; coordinate any review outside the Project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

- C. *Acceptance or Rejection.* A Deliverable shall be considered accepted unless, within the [Click here to enter the number of days the State will review the Deliverable within. 10 business days is recommended. The amount of days listed here must match the number of days listed in B](#), the State Project Director notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.
- D. *Resubmitting Deliverables.* Contractor shall provide written notification to the State Project Director when the Contractor resubmits a Deliverable for acceptance. The State Project Director shall review the resubmitted Deliverable within [Click here to enter the number of days the State will review the resubmitted Deliverable within. 5 business days is recommended](#). A resubmitted Deliverable shall be considered accepted unless, within this period, the State Project Director notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the State determines that the Contractor has breached the Contract and places the Contractor in default.

TERMS OF PAYMENT

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

[Click here to enter the terms of payment. Payment terms that can be negotiated with the Contractor are payment by task, payment by schedule, and/or payment by percentage. Any one or a combination of these is acceptable as long as payment is related to the successful completion of services described in Description of Services and/or accepted deliverables described in Acceptance of Deliverables.](#)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the Contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF

[Click here to enter the title only of the personnel who will approve payments](#)

VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally

qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

STATE FURNISHED RESOURCES

State shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract

TAXES

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

TERMINATION FOR CAUSE

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

REMEDIES FOR DEFAULT

Any claim or controversy arising out of this Contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

OWNERSHIP OF WORK PRODUCT

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

DATA/RECORD RETENTION

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

RECORD OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

CONTRACTOR'S COOPERATION

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

ASSIGNABILITY

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

RIGHT TO AUDIT

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five (5) years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and

cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

FISCAL FUNDING

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NON-DISCRIMINATION

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

CONTINUING OBLIGATION

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

CONFIDENTIALITY

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

AMENDMENTS

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

PROHIBITED USE OF FUNDS

Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La R.S.39:1602.1, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor shall indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

STAFF INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to Exhibit A.

LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract.

SECURITY

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

HEADINGS

Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of contractual language.

ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

CONTRACT APPROVAL

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

INSURANCE REQUIREMENTS FOR CONTRACTORS

See Exhibit A.

The cost of such insurance shall be included in the total Contract amount.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

WITNESSES SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____

Title: _____

CONTRACTOR SIGNATURE:

By: _____

Title: _____

OPTIONAL FEDERAL REQUIREMENTS

ANTI-KICKBACK CLAUSE

Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT

Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

Contractor recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

STATEMENT OF WORK

SCOPE OF SERVICES

Contractor shall perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment [Click here to enter the Attachment identification letter or number](#).

INTRODUCTION

[Click here to enter a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.](#)

DESCRIPTION OF SERVICES/TASKS

[Click here to describe tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.](#)

SCHEDULE REQUIREMENTS

[Click here to describe major schedule milestones, such as: project start, when work plan shall be finalized and approved, project phases, dates for contract deliverables, implementation target date, etc.](#)

PERFORMANCE MEASURES AND MONITORING PLAN

[Click here to describe the performance measures to be taken during the project and monitoring plan.](#)

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work and are identified as:

[Click here to list performance measures which should be measurable and time bound.](#)

MONITORING PLAN

[Click here to enter the Name and Title or Position](#) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. [Click here to enter the Name and Title or Position](#) will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:

[Click here to list the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.](#)

CONTRACTOR PERSONNEL AND OTHER RESOURCES

CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

- A. *Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.
- B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.
- C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.
- D. *Other Resources.* Contractor shall provide other resources as specified in Attachment [Click here to enter the Attachment identification letter or number](#) .

CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

<u>Name</u>	<u>Company Responsibilities</u>	<u>Classification Rate</u>	<u>Expected Duration</u>
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[Click here to enter all personnel, including subcontractors, who shall be assigned to the project. Personnel who shall be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.](#)

STATE FURNISHED RESOURCES

STATE FURNISHED RESOURCES

The State shall make available to the Contractor for use in fulfillment of this contract those resources described in Attachment [Click here to enter the Attachment identification letter or number.](#)

EXHIBIT A

Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

Minimum Scope and Limits of Insurance

Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana
Division of Administration, Its Officers, Agents, Employees and Volunteers
Attn: Pamela McCallum, Office of Human Resources
1201 N. Third Street, Suite 3-130
Baton Rouge, LA 70802
Louisiana Unemployment Compensation Contract

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: <http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

ATTACHMENT IV COST PROPOSAL TEMPLATE

Proposers must complete the Cost Proposal Template to be considered for award. Failure to complete the Cost Proposal Template will result in the proposal being found non-responsive. Proposals will be scored following the methodology stated in Cost Evaluation and Evaluation Criteria.

Proposers shall provide firm fixed monthly cost for performing all services set forth in the RFP covering all years of the contract.

FIXED MONTHLY COST PROPOSAL:

State the fixed dollar amount of the monthly cost:

Fixed Monthly Cost \$ _____.

ATTACHMENT V

STATE AGENCIES AND ACCOUNT NUMBERS

State Departments and Agencies of the State employ approximately 71,517 persons. The combined annual payroll of these employees is approximately 3.60 billion dollars. The current, Departments, Agencies, and account numbers are as follows:

Account #	Name of Entity
1393071	SOUTHERN UNIVERSITY - SHREVE(BOS)
1393087	SOUTHERN UNIVERSITY - N O
1393113	SOU UNIV BR SP ED-GEN SUP
1393129	SOUTHERN UNIVERSITY - B R
1393134	SYS REV FND SOU UNIV SHRV SLF
1393140	SYS REV FND SOU UNIV N O SLF G
1393155	SYS REV FND SOU UNIV B R SLF G
1393176	SOUTHEASTERN LOUISIANA UNIVERSITY
1393181	SE LA UNIV - AUX SYSTEMS
1393197	NICHOLLS STATE UNIVERSITY
1393218	NICHOLLS STATE UNIVERSITY - SELF SUP
1394300	DIVISION OF ADMINISTRATION
1394321	TAX APPEALS BOARD
1394342	COURT OF APPEAL FIRST CIRCUIT
1394358	COURT OF APPEAL SECOND CIRCUIT
1394363	COURT OF APPEAL THIRD CIRCUIT
1394379	DEPARTMENT OF CHILDREN & FAMILY SERVICES
1394384	REVENUE & TAXATION
1394390	DIVISION OF STATE BUILDINGS
1394405	HEALTH EDUC AUTHORITY OF LA
1394426	JOINT LEGISLATURE BUDGET COMM
1394489	DOTD – ADMINISTRATION
1394500	DEPT OF VETERANS AFFAIRS
1394557	PUBLIC SERVICE COMMISSION
1394562	LA SCHOOL EMPL RETIREMENT SYS
1394583	LA STATE EMPLOYEE RETIRE SYS
1394599	LA TEACHERS RETIREMENT SYSTEM
1394604	COMMISSIONER OF ELECTIONS
1394625	OFFICE OF MINERAL RESOURCES
1394646	WILDLIFE & FISHERIES-SECRETARY
1394651	DEPARTMENT OF MILITARY AFFAIRS
1394667	MUN FIRE & POLICE CIVIL SRVC
1394672	ORLEANS PAR REGIST OF VOTERS
1394693	STATE TREASURER
1394714	METROPOLITAN DEVELOPMENTAL CNT
1394720	CENTRAL LOUISIANA STATE HOSPITAL
1394735	COLUMBIA DEVELOPMENTAL CENTER
1394756	E A CONWAY MEDICAL CENTER
1394782	EASTERN LA MENTAL HEALTH SYSTEM
1394819	GREENWELL SPRINGS HOSPITAL
1394824	HAMMOND DEVELOPMENTAL CENTER

1394830	UNIVERSITY MEDICAL CENTER
1394845	DR W O MOSS REGIONAL HOSPITAL
1394850	LALLIE KEMP HOSPITAL
1394866	LEESVILLE DEVELOPMENTAL CENTER
1394871	EARL K LONG LSU MEDICAL CENTER
1394887	HUEY P LONG MEDICAL CENTER
1394892	LA SCHOOLS FOR THE DEAF AND VISUALLY IMP
1394908	PINECREST DEVELOPMENTAL CENTER
1394929	LDH MEDICAL VENDOR ADMINISTRATION
1394934	RUSTON DEVELOPMENTAL CENTER
1394940	SOUTHEAST LA STATE HOSPITAL
1394955	ACADIANA REGION SUPPORTS & SERV CENTER
1394960	VILLA FELICIANA MEDICAL COMPLEX
1394976	WASH ST TAMMANY CHARITY HOSP
1394981	ALEXANDRIA VO-TEC INSTITUTE
1394997	BATON ROUGE VO-TEC INSTITUTE
1395037	GULF AREA VO-TEC SCHOOL
1395042	HAMMOND AREA VOCATIONAL SCHOOL
1395058	JEFFERSON DAVIS VO-TEC SCHOOL
1395063	HUEY P LONG MEMORIAL VOCATIONAL SCHOOL
1395079	MEMORIAL AREA VOCATIONAL SCHOOL
1395084	NORTHEAST LA VOCATIONAL SCHOOL
1395090	NORTHWEST LA VOC TECH SCHOOL
1395105	SABINE VALLEY VOC TECH SCHOOL
1395110	SOUTHWEST LA VOC TECH SCHOOL
1395126	SOWELA REGIONAL TECHNICAL INSTITUTE
1395131	SULLIVAN VOC TECH INSTITUTE
1395147	WESTSIDE VOCATIONAL TECH SCHOOL
1395236	OFFICE OF INSURANCE RATING
1395283	LOUISIANA WORKFORCE COMMISSION
1395330	BOARD OF COSMETOLOGY
1395367	PRACTICAL NURSE EXAM BOARD
1395524	LICENSING BOARD CONTRACTORS
1396748	NE LA STATE UNIV - AUX SYSTEMS
1396753	THE UNIVERSITY OF LA AT MONROE
1396931	UNIVERSITY OF LOUISIANA AT LAFAYETTE
1396947	UNIVERSITY OF LA AT LAFAYETTE SYS & AUX
1398090	LSU SEA GRANT SELF GEN REVENUE
1398106	LSU-B R AUXILLIARY ENT SLF GEN
1398111	LSU - B R UNION SELF GEN
1398127	LSU - B R ATHLETIC SELF GEN
1398132	LSU - B R FOOD SERVICES SELF G
1398148	LSU - B R HOUSING SELF GEN
1398153	LA STATE UNIVERISTY - B R
1398169	LA STATE UNIVERSITY – ALEX
1398174	LSU-ALEX UNION & OTHER SELF GE
1398180	UNIV-N O FOOD & OTHER SELF GEN
1398195	OFFICE OF RESEARCH
1398200	LSU MED CTR NO GEN SUPT
1398216	LA STATE UNIVERSITY EUNICE
1398221	LSU EUNICE FOOD OTHER SELF GEN

1398237	LA STATE UNIVERSITY SHREVEPORT
1398242	LSU SHREV CENTER OTHER SLF GEN
1398258	LSU MED CTGR SHREV GEN FUND
1398263	LSU MED CTR SHREV FOOD AUX FND
1398279	LOUISIANA TECH UNIVERSITY
1398284	LA TECH UNIV AUX SYSTEMS
1398290	NORTHWESTERN STATE UNIVERSITY
1398305	NW STATE UNIV RESTR & SYS
1398310	NATCH-CNTRL AREA VOC TECH SCHOOL
1398326	YOUNG MEMORIAL VO TEC SCHOOL
1398331	TECHE AREA VOC TEC SCHOOL
1398347	JMES M FRAZIER SR VO TEC SCHOOL
1398352	FLORIDA PARISHES VOC SCHOOL
1398368	DELTA OUACHITA VO TEC INSTITUTE
1398373	T H HARRIS VO TEC SCHOOL
1398389	SOUTH LOUISIANA VOC TECH-INST
1400954	LSU MED CTR NO SELF SUPT
1403714	SECURITIES COMMISSION
1403720	OFFICE OF CONSERVATION
1403735	DEPT OF JUSTICE ATTORNEY GENERAL
1403761	GRAMBLING STATE UNIVERSITY
1403777	GRAMBLING STATE UNIV - AUX & SYS
1403798	LEGISLATIVE AUDITOR
1403866	LOUISIANA CIVIL SERVICE
1403871	LDH OFFICE OF PUBLIC HEALTH
1403887	LOUISIANA STATE LAW INSTITUTE
1403892	LA SCHOOL FOR VISUALLY IMPAIRE
1403908	LA SPECIAL EDUC CENTER – ALEX
1403934	LOUISIANA STATE OF – SGFA
1403955	NORTHEAST LA SPEC ED CTR-MONRO
1403976	SIDNEY N COLLIER VO TEC SCHOOL
1403997	SECRETARY OF STATE
1404016	OFFICE OF FINANCIAL INSTITUTIONS
1404042	SUPREME COURT
1419280	THE MEDICAL CENTER OF LA
1419295	COUNCIL DEVELOP FRENCH IN LA
1419300	DEPARTMENT OF AGRICULTURE
1419316	DEPARTMENT OF CORRECTIONS
1419410	OFFICE OF TELECOMMUNICATIONS MANAGEMENT
1419468	HED OFFICE STUDENT FINANCIAL ASST
1419709	LA RACING COMMISSION
1419714	NORTH CENTRAL AREA VO-TEC SCHOOL
1419720	SHV-BOSSIER VOC TEC SCHOOL
1426004	COMMISSIONER OF INSURANCE
1426010	CONCORDIA VOC-TECH SCHOOL
1426025	COURT OF APPEAL - FOURTH CIRCUIT
1426030	PUBLIC SAFETY – ADMIN
1426067	JEFFERSON PARISH VOC-TECH SCHOOL
1426072	JUDICIAL COUNCIL FUND
1426088	LAW LIBRARY OF LA
1426109	DEPARTMENT OF ECONOMIC DEVELOPMENT

1426156	DILLARD UNIVERSITY
1445206	DELGADO COMMUNITY COLLEGE
1445211	DELGADO COMM COLL SYS AUX FUNDS
1451351	OFFICE OF SECRETARY OF LABOR
1465747	LA PROFESSIONAL ENGINEERING AND LAND SURVEYING BRD
1465768	DNR - LOUISIANA COLLEGE
1474280	LIEUTENANT GOVERNOR
1474322	DIV OF ADM CHAIN NUMBER
1483636	LSU - B R AGRI CENTER-RESTR FUNDS
1483641	HOUSE OF REPRESENTATIVES
1493655	DEPT OF URBAN & COMMUNITY AFF
1501138	LA STATE UNIVERSITY - AGRI CTR
1571161	LOUISIANA STATE SENATE
1666530	EDUC MANAGEMENT & FINANCE
1722640	CUSTODIAN NOTARIAL REC PAR ORL
1722771	BD JURY COMM - ORLANS PARISH
1774612	WRKMS COMP 2ND INJURY BOARD
1788641	NORTHWEST DEVELOPMENTAL CENTER
1823710	LEGISLATIVE FISCAL OFFICE
1865400	REGIONAL MANAGEMENT CENTER 3 HOUMA
1921725	MONROE REGION 8 VO TECH CENTER
1923591	REGIONAL MANAGEMENT CENTER II - B R
1926079	WEST JEFFERSON PAR VO-TECH SCHOOL
1931152	BOARD OF SUPERVISORS ELECTIONS PAR N O
1936171	SLIDELL VOCATIONAL TECH SCHOOL
1962229	J E JUMONVILLE SR VO-TECH SCHOOL
1973110	VOC CURR DEVELOP/RESEARCH CTR
1988007	CETA-PSE ACCOUNT
1993211	BD OF SUPRS-UNIV OF LA SYSTEM
1993227	LAKE CHARLES REG 5 VO TEC SCHOOL
1999192	LAKE PROVIDENCE VO-TEC SCHOOL
1999208	TALLULAH VOCATIONAL-TECH SCHOOL
2006953	OFFICE OF THE SECRETARY
2015434	RIVER PARISHES VOC-TECH SCHOOL
2016658	GOLDEN MEADOW BRANCH VO-TEC SCHOOL
2018917	LAFOURCHE TECHNICAL INSTITUTE
2022117	CAMERON BRANCH VO-TEC SCHOOL
2028653	SECTY CULTURE RECREATION/TOURS
2042202	RUSTON VO TEC SCHOOL
2049627	BASTROP BRANCH VO-TEC SCHOOL
2073462	LAMAR SALTER VOC-TECH SCHOOL
2088893	AVOYELLES VOC-TECH INSTITUTE
2091524	LEONARD J CHABERT MEDICAL CENTER
2116592	MANSFIELD BRANCH VO-TEC SCHOOL
2125665	ELAINE P NUNEZ VO-TEC SCHOOL
2126936	REGIONAL MANAGEMENT CENTER 1 - N O
2159528	VILLE PLATTE BR VO-TEC SCHOOL
2174547	PORT SUL[PHUR BRANCH VO-TECH SCHOOL
2192525	LA MARINE & PETROLEUM INST
2193430	LAFAYETTE REGIONAL VO TECH SCHOOL
2195149	OAKDALE BRANCH VO-TECH SCHOOL

2195987	LSU BD OF SUPV & SYSTEMS STAFF
2196006	LSU-LAW CTR GRANTS & RESTR FND
2196011	LSU - PAUL M HUBERT LAW CENTER
2196137	ASCENSION VOC-TECH SCHOOL
2248261	LA EDUCATIONAL TV AUTHORITY
2250570	EVANGELINE VO-TECH SCHOOL
2276672	STATE POLICE RETIREMENT SYSTEM
2294540	N O EXHIBITION HALL AUTHORITY
2324907	JUDICIARY DEPARTMENT
2348960	FELICIANA FORENSIC FACILITY
2373637	OFFICE OF ELDERLY AFFAIRS
2379183	FOLKES VO-TECH SCHOOL
2379225	CLAIBORNE VOCATIONAL TECH SCHOOL
2379230	NEW ORLEANS HOME & REHAB CTR
2380215	DIVISION OF CLIENT PLACEMENT
2380220	LDH OFFICE OF BEHAVIORAL HEALTH
2380241	DIVISION OF YOUTH SERVICES
2380262	LSU MEDICAL CENTER HEALTH CARE SVC DIV
2380278	OFFICE OF HUMAN DEVELP ADMIN
2380299	SERVICE TO THE BLIND
2380304	LOUISIANA REHABILITATION SERVICES
2409639	MENTAL RETARDATION ADM
2418319	OFFICE OF GROUP BENEFITS
2713470	PELTIER-LAWLESS DEVELOPMENTAL CENTER
2731112	REGIONAL MGMT CENTER 7 – SHREVEPORT
2789814	NEW ORLEANS REGIONAL VOC-TECH INSTITUTE
2798871	LAFAYETTE REGION 4 VO-TEC CTR
2816750	N O ADOLESCENT CHILD HOSPITAL
2907816	HOT WELLS REHABILITATION CTR
2908605	OFFICE OF WORKERS COMPENSATION
2910578	STATE BOARD OF ELECTION SUPER
2971958	COURT OF APPEAL-FIFTH CIRCUIT
3006290	LA SCHOOL OF MATH SCIENCE & ART
3047480	DNR - OFFICE MANAGEMENT & FINANCE
3060585	SECRETARY - ENVIRON QUALITY
3088643	LOUISIANA EXPOSITION AUTHORITY
3106517	ORLEANS PARISH JUVENILE COURT
3159530	EDUC ACADEMIC SUPPORT
3159545	EDUC INSTRUCTIONAL SERVICES
3159550	OFFICE OF ACADEMIC PROGRAMS
3159566	EDUC DRIVER SAFETY EDUCATION
3159571	EDUC ADULT EDUCATION
3159587	EDUC CURRICULUM IN SERV DEV
3159592	EDUC AUXILIARY SUPPORT
3159608	EDUC VETERANS EDUCATION
3159613	EDUC EDUC RECREATNL YOUTH CTR
3159629	EDUC FOOD/NUTRITIONAL SERVICES
3159634	EDUC SCHOOL TRANSPRT/REIMBURSE
3159640	EDUC RESEARCH & DEVELOPMENT
3159655	EDUC SPECIAL EDUCATION
3159660	EDUC VOCATIONAL EDUCATION

3159676	EDUC JOB TRAINING PRTRNSHP ACT
3159681	EDUC EDUCATIONAL SUPPORT PRGRM
3159697	EDUC SPECIAL SCHOOL DISTRICT#1
3159702	BOARD OF ELEM & SECONDARY EDUC
3159718	VOC-TECH ADVISORY COUNCIL
3159723	WEST JEFFERSON PAR TRADE SCHL
3159739	REGIONAL MANAGEMENT CENTER 6 ALEXANDRIA
3159744	BOARD OF REGENTS FOR HGHR EDUC
3159750	LUMCON
3159765	WEISS REHABILITATION CENTER
3159770	EXECUTIVE OFFICE
3159786	MENTAL HEALTH ADVOCARY SVC
3159791	STATE PLANNING OFFICE
3159807	BOARD OF TAX APPEALS
3159812	LA COMM ON LAW ENFORCE/CRIM JS
3159828	PATIENTS COMP FUND-ADMIN
3159833	BOARD OF ELECTION SUPERVISORS
3159849	OFFICE OF BUSINESS DEVELOPMENT
3159854	OFFICE OF TOURISM
3159860	STATE MUSEUM OFFICE OF
3159875	CULTURAL DEVELOPMENT OFFICE OF
3159880	STATE PARKS OFFICE OF
3159896	LOUISIANA STATE OF
3159901	PUBLIC SAFETY OPERATIONS
3159917	MOTOR VEHICLES OFFICE OF
3159922	ALCOHOLIC BEVRGE CNTRL OFF OF
3159938	STATE FIRE MARSHALL OFF OF
3159943	EMERGENCY PREPAREDNESS OFF OF
3159959	LIQUEFIED PETROLEUM GAS COMM
3159964	CORRECTIONS-ADMINISTRATIVE
3159970	DIVISION OF PROBATION & PAROLE
3159985	OFFICE OF JUVENILE CORRECTIONS
3159990	LA CORRECTIONAL INST-WOMEN
3160006	PHELPS CORRECTIONAL CENTER
3160011	LA STATE PENITENTIARY
3160027	DIXON CORRECTIONAL INSTITUTE
3160032	WORK TRAINING FACILITY
3160048	ELAYN HUNT CORRECTIONAL CENTER
3160053	WADE CORRECTIONAL CENTER
3160069	RAYBURN CORRECTIONAL CENTER
3160080	LOUISIANA TAX COMMISSION
3160095	OFFICE OF ENVIRONMENTAL COMPLIANCE
3160100	WATER RESOURCES ENVIRONMENTAL
3160116	OFFICE OF ENVIRONMENTAL ASSESSMENT
3160121	LABOR OFFICE LF
3160137	LOUISIANA HOUSING FINANCE AGENCY
3160142	GOVERNORS COMM ON INDIAN AFF
3160158	WILDLIFE OFFICE OF
3160163	COASTAL/MARINE RESOURCES OFF
3160179	ETHICS ADMINISTRATION
3160184	RISK MANAGEMENT OFFICE OF

3160190	PROPERTY ASSISTANCE AGENCY
3160205	ADMINISTRATIVE SERVICES FORMS
3160210	LA FEDERAL PROPERTY ASST AGENCY
3160226	ADMINISTRATIVE SUPPORT/MAIL
3160231	CORRECTIONS PRISON ENTERPRISES
3160247	PUBLIC SAFETY-CAFETERIA
3160273	MICROFILM PROGRAM STATE DEPT
3160289	DIVISION OF ADMINISTRATION
3160294	OFFICE OF INTERNATIONAL TRADE
3160300	PUBLIC SAFETY H/5
3160734	STATE LIBRARY OFFICE OF
3160740	SOUTHERN UNIV BD OF SUPV/SYS
3161565	LA USED MOTOR VEHICLE COMMISSION
3242088	OFFICE OF WOMEN POLICY
3253404	OFFICE OF WOMEN SER BR TRN PRO
3333028	VETERANS AFFAIRS LA WAR CENTER HOME
3359398	BOARD OF PRIVATE SECURITY EXAM
3407067	RED RIVER VALLEY AREA COUNCIL
3470907	OFFICE OF FILM & VIDEO SGFA
3470928	SABINE RIVER AUTHORITY
3574867	DEPT OF ELECT AND REG DATA PROCG SGFD
3576157	JACKSON REGIONAL LAUNDRY
3576162	LA STATE OF LICENSED PROF COUNR
3576178	PUBLIC SAFETY TRAINING ACADEMY
3582449	DEPT OF AGRICULTURE & FORESTRY
3590366	LA STATE RADIOLOGIC TECH BOARD OF EXAM
3594340	SECRETARY OF ST ELECTIONS PRNTG EXPENSE
3604390	CENTRAL LOUISIANA STATE HOSPITAL LAUNDRY
3605620	DHH MULTI INSTITUTIONAL LAUNDRY HAMMOND
3609226	FLIGHT MAINTENANCE
3610279	AVOYELLES CORRECTIONAL INSTITUTE
3613175	LA ECONOMIC DEVELOPMENT CORPORATION
3671596	LOUISIANA STATE BRD EXAM PSYCHOLOGISTS
3675889	DEPT OF SOC SERV/ANCILLARY/PRT SH
3675894	DEPT OF*SOC SERV/SECRT OFFICE/MGT & FIN
3677410	DNR COPY CENTER
3745284	OFFICE OF COASTAL MANAGEMENT
3779477	OFFICE OF LITTER & RECYCLING
3802969	LA PATIENTS COMPENSATION FUND OVERSITE B
3810048	DIVISION OF ADMIN-FLIGHT MAINTENANCE
3841465	WORK TRAINING FACILITY NORTH
3860934	RED RIVER DEVELOPMENT
3860940	RED RIVER VALLEY AREA COUNCIL
3892061	STATE POLICE COMMISSION CIVIL SERVICE
3898131	DOTD - SABINE RIVER AUTHORITY
3907477	TECHNOLOGY INNOVAION & MODERNIZATION
3907482	OFFICE OF BUSINESS DEVELOPMENT
3915855	DEPT OF VETERANS AFFAIRS MILITARY BONUS
3932379	LEAF PROGRAM
4000850	LA SYSTEMIC INITIATIVE PROGRAM
4017256	LA ECONOMIC DEVELOPMENT CORPORATION

4018464	COASTAL RESTORATION DIVISION
4024515	LASIPS - LA SYSTEMIC INITIATIVE PROGRAM
4044574	OFFICE OF LEGAL & ENFORCEMENT
4044580	OFFICE OF MANAGEMENT & FINANCE
4079598	UNIVERSITY HOSPITAL
4096090	BOARD OF WHOLESALE DRUG DISTRIBUTORS
4104029	LDH OFF FOR CITIZENS W/DEV DISABILITIES
4104034	DHHR SUBSTANCE ABUSE
4126661	ELAINE P NUNEZ COMMUNITY COLLEGE
4174377	LOUISIANA REGIONAL AIRPORT
4218741	BOARD OF CERT SUBSTANCE ABUSE COUNSELORS
4278940	LOUISIANA BOARD OF MASSAGE THERAPY
4414322	L L P V R C BOARD OF EXAMINERS
4455177	BOARD OF ELECTROLYSIS EXAMINERS
4466582	LA TECH COLLEGE WEST JEFFERSON CAMPUS
4466598	NEW ORLEANS REGIONAL TECH INSTITUTE
4466645	SIDNEY N COLLIER CAMPUS
4466650	JEFFERSON TECHNICAL INSTITUTE
4468092	NEW ORLEANS REGIONAL MGMT CTR 1 - N O
4471886	LA TECHNICAL COLLEGE JUMONVILLE CAMPUS
4482610	ASCENSION TECHNICAL INSTITUTE COLLEGE
4483174	LTC-SLIDELL CAMPUS
4483180	BATON ROUGE REGIONAL TECH INSTITUTE
4484843	YOUNG MEMORIAL TECHNICAL INSTITUTE COLLE
4484859	LTC-TECHE AREA CAMPUS
4484864	SULLIVAN TECHNICAL INSTITUTE COLLEGE
4484870	LTC SOWELA CMAPUS
4484885	LTC RUSTON CAMPUS
4484890	BASTROP TECHNICAL INSTITUTE COLLEGE
4484906	LTC WESTSIDE CAMPUS
4484911	TALLULAH TECHNICAL INSTITUTE/COLLEGE
4484927	L T C - L E FLETCHER CAMPUS
4484932	SABINE VALLEY TECHNICAL INSTITUTE/COLLEG
4484948	RIVER PARISHES TECHNICAL INSTITUTE/COLLE
4484980	CLAIBORNE TECHNICAL INSTITUTE COLLEGE
4484995	ALEXANDRIA REGIONAL TECH INST COLLEGE
4485009	EVANGELINE TECHNICAL INSTITUTE COLLEGE
4485014	FOLKES TECHNICAL INSTITUTE COLLEGE
4485020	LTC-ACADIAN CAMPUS
4485035	AVOYELLES TECHNICAL INSTITUTE COLLEGE
4485040	CHARLES COREIL TECHNICAL INSTITUTE/COLLE
4485056	FLORIDA PARISHES TECHNCIAL INSITUTE/COLL
4485077	GULF AREA TECHNICAL INSTITUTE/COLLEGE
4485145	LA TECH COLLEGE HAMMOND AREA CAMPUS
4485150	DELTA-OUACHITA TECH INST/COLLEGE
4485166	LOUISIANA TECHNICAL RESOURCE CENTER
4485171	LA TECHNICAL COLLEGE LAFOURCHE CAMPUS
4485187	LA TECHNICAL COLLEGE MORGAN SMITH CAMPUS
4485192	NATCHITOCHES TECHNICAL INSTITUTE COLLEGE
4485208	MANSFIELD TECHNICAL INSTITUTE/COLLEGE
4485213	HUEY P LONG TECHNICAL INSTITUTE/COLLEGE

4485229	LOUISIANA TECHNICAL COLL SHRE-BOSS CAMPU
4485234	LAFAYETTE REGIONAL TECHNICAL INST/COLLEG
4485240	LAMAR SALTER TECHNICAL INSTITUTE/COLLEGE
4485255	LTC-NORTH CENTRAL CAMPUS
4485260	NORTHWEST LOUISIANA TECH INSTITUTE/COLLE
4485276	LTC-T H HARRIS CAMPUS
4485281	NORTHEAST LOUISIANA TECHNICAL INST COLLE
4485297	OAKDALE TECHNICAL INSTITUTE COLLEGE
4485302	SHELBY JACKSON TECHNICAL INSTITUTE COLLE
4528170	DIVISION OF ADMINISTRATIVE LAW
4546363	BOARD OF VETERINARY MEDICINE
4577995	LOUISIANA GAMING CONTROL BOARD
4582010	LDH CAPITAL AREA HUMAN SERVICES DISTRICT
4582026	D H H - JEFFERSON PARISH HUMAN SVCS AUTH
4582031	LDH OFFICE OF SECRETARY
4588170	COUNCIL FOR DEVELOPMENT OF FRENCH IN LA
4601349	UNIVERSITY OF NEW ORLEANS FOUNDATION
4633225	BOSSIER PARISH COMMUNITY COLLEGE
4648614	DOTD - OFFICE OF SECRETARY
4683823	LDH JEFFERSON PARISH HUMAN SVC AUTHORITY
4739402	VETERANS AFFAIRS NORTHEAST LA WAR VET HOME
4822778	LOUISIANA PHYSICAL THERAPY BOARD
4827734	LCTCS
4900504	LOUISIANA AUCTIONEERS LICENSING BOARD
4907830	BOARD OF EXAMINERS OF INTERIOR DESIGN
4930577	RIVER PARISHES COMMUNITY COLLEGE
4931282	LOUISIANA TECHNICAL COLLEGE
4944831	SOUTH LOUISIANA COMMUNITY COLLEGE
4948679	NEW ORLEANS CENTER FOR CREATIVE ARTS
5089833	LOUISIANA DELTA COMMUNITY COLLEGE
5095795	LOUISIANA MANUFACTURED HOUSING COMM
5106310	LDH DEVELOPMENTAL DISABILITIES COUNCIL
5171791	BATON ROUGE COMMUNITY COLLEGE
5246195	LOUISIANA TAX FREE SHOPPING COMMISSION
5294932	SOUTHWEST LOUISIANA WAR VETERANS HOME
5299396	LOUISIANA AIRPORT AUTHORITY
5367407	L E FLETCHER TECHNICAL COMMUNITY COLLEGE
5381176	SOWELA TECHNICAL COMMUNITY COLLEGE
5387796	RECOVERY SCHOOL DISTRICT
5389070	LDH FLORIDA PARISH HUMAN SVC AUTHORITY
5395556	METROPOLITAN HUMAN SERVICES DISTRICT
5564505	LOUISIANA RECOVERY AUTHORITY
5569283	EXAMINERS OF CERT SHORTHAND REPORTERS
5597799	SOUTHEAST LOUISIANA WAR VETERANS HOME
5597804	NORTHWEST LOUISIANA WAR VETERANS HOME
5601110	GOVS OFF HOMELAND SEC & EMERG PREPAREDNS
5663006	LOUISIANA STATE BOARD OF HOME INSPECTORS
5691239	SLFPA EAST
5703748	LDH OFFICE OF AGING & ADULT SERVICES
5764740	EIGHTEENTH JUD DIST COURT PROBATION DEPT
5810611	LOUISIANA PUBLIC DEFENDER BOARD

5810763	OFFICE OF THE INSPECTOR GENERAL
5811086	LDH LA EMERGENCY RESPONSE NETWORK BOARD
5811568	PATIENTS COMPENSATION FUND OVERSIGHT BOARD
5926341	OFFICE OF COASTAL PROTECTION RESTORATION
5978727	HOUSING AUTHORITY OF SOUTH LANDRY
5999120	LDH SOUTH CENTRAL LA HUMAN SVC AUTHORITY
6005562	LA STATE BOARD OF COSMETOLOGY
6006063	LOUISIANA TAX COMMISSION
6026934	SABINE RIVER AUTHORITY
6047159	ACADIANA TECHNICAL COLLEGE
6047164	CAPITOL AREA TECHNICAL COLLEGE
6047190	CENTRAL LOUISIANA TECHNICAL COLLEGE
6047206	NORTHEAST LTC
6047211	NORTHWEST LOUISIANA TECHNICAL COLLEGE
6047269	NORTHSHORE TECHNICAL COMMUNITY COLLEGE
6047280	SOUTH CENTRAL LA TECHNICAL COLLEGE
6108749	LA STATE OF PATIENTS COMPENSATION FUND
6149394	AVOYELLES FAMILIES IN NEED OF SERVICES
6182999	LEGISLATIVE BUDGETARY CONTROL COUNCIL
6196787	LDH ACADIANA AREA HUMAN SVCS DISTRICT
6201143	LOUISIANA HOUSING CORPORATION
6283806	NON FLOOD PROTECT ASSET MGMT AUTH
6287800	LDH NORTHWEST LA HUMAN SVCS DISTRICT
6288427	LDH CENTRAL LA HUMAN SVCS DISTRICT
6289331	LDH IMPERIAL CALCASIEU HUMAN SVC AUTH
6290468	LDH NORTHEAST DELTA HUMAN SVC AUTHORITY
6330838	LA STATE BOARD OF SOCIAL WORK EXAMINERS
6330843	LA BOARD OF EXAMIN IN DIETETI AND NUTRIN
6347538	LA BOARD OF EXAMINERS FOR SPEECH LANGUAG
6403632	OFFICE OF TECHNOLOGY SERVICES
6443017	METROPOLITAN HUMAN SERVICES DISTRICT
6477000	OFFICE OF STATE PROCUREMENT
6508486	HAMMOND AREA ECONOMIC & INDUSTRY DIST
6589642	HEALTH EDUCATION AUTHORITY OF LA
6678983	ALLEN CORRECTIONAL

Employees of post-secondary schools, universities, and one public hospital under the management of LSU Health Sciences Center/Healthcare Services Division are included in the totals.

The following schedule represents the approximate distribution of the State employees:

<u>REGION</u>		<u>APPROXIMATE PERCENTAGE</u>
1	New Orleans area	14%
2	Baton Rouge area	41%
3	Houma area	4%
4	Lafayette area	7%
5	Lake Charles area	4%
6	Pineville area	7%
7	Shreveport area	9%
8	Monroe area	8%
9	Hammond area	6%

ATTACHMENT VI
SELECTED UNEMPLOYMENT COMPENSATION ACTIVITIES FOR
Fourth Quarter 2017 – Fourth Quarter 2019

Calendar Quarter	Total Claim Activity (pending and new claims)	Initial Chargeable Liability	Number of Hearings	Board of Review 2nd Level Appeals
Q4-17	419	\$1,248,508	40	2
Q1-18	680	\$1,849,731	28	0
Q2-18	451	\$663,713	21	1
Q3-18	432	\$552,536	39	1
Q4-18	317	\$299,680	18	0
Q1-19	292	\$357,641	20	2
Q2-19	335	\$359,246	25	3
Q3-19	338	\$395,870	26	1
Q4-19	243	\$241,038	20	0

ATTACHMENT VII

ISSUES OF SEPARATION

RESIGNED/OTHER EMPLOYMENT
ABANDONED JOB
WORKING CONDITIONS
ILLNESS OR INJURY
CHANGE OF RESIDENCE
MARITAL/PARENTAL OBLIGATIONS
DISPUTE WITH CO-WORKERS
VOLUNTARY RETIREMENT
ENTERED SCHOOL
VIOLATION OF EMPLOYER RULES
INSUBORDINATION
EXCESSIVE ABSENTEEISM
EXCESSIVE TARDINESS
FAILED TO FOLLOW INSTRUCTIONS
DISHONESTY, PROVEN OR ADMITTED
UNDER INFLUENCE OF ALCOHOL/DRUGS
FALSIFICATION OF APPLICATION
AGGRAVATED MISCONDUCT
LEAVE OF ABSENCE, REQUESTED
MANDATORY RETIREMENT
LAID OFF, LACK OF WORK
TEMPORARY APPOINTMENT
REFUSED RECALL TO WORK
REFUSED SUITABLE WORK
DISCIPLINARY LAY-OFF
TRANSFERRED TO ANOTHER EMPLOYMENT
DISABILITY RETIREMENT
NOT SEPARATED-VACATION
WRONG SOCIAL SECURITY NUMBER
NO RECORD OF EMPLOYMENT
REASON UNKNOWN